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March 31, 1978

Secretary of the Interstate  
Commerce Commission  
Twelfth Street and Constitution  
Avenue  
Washington, D.C. 20423

RECORDATION NO. *9028-B* Filed & Recorded  
MAR 3 1978 - 2 20 PM  
INTERSTATE COMMERCE COMMISSION

Dear Sir:

Enclosed please find a fully executed copy of an "Amendment to Conditional Sale Agreement and Agreement and Assignment", dated as of March 30, 1978, between James J. Callahan and Robert M. Haber, as Equipment Suppliers, and Consolidated Rail Corporation and The Fidelity Bank, as Agent. As reflected in its recitals, this Amendment relates to the following documents:

1. a Conditional Sale Agreement, dated as of July 1, 1977, by and between James J. Callahan and Robert M. Haber, as Vendor, and Consolidated Rail Corporation, a copy of which was recorded with the Commission pursuant to Section 20c of the Interstate Commerce Act on October 6, 1977 and assigned Recordation No. 9028; and

2. a related Agreement and Assignment, dated as of July 1, 1977, between James J. Callahan and Robert M. Haber, and The Fidelity Bank, as Agent for various banks, a copy of which was recorded with the Commission pursuant to Section 20c of the Interstate Commerce Act on October 6, 1977 and assigned Recordation No. 9028-A.

Please file and record the enclosed document pursuant to Section 20c of the Interstate Commerce Act.

*Amended  
Signed M. Olson*

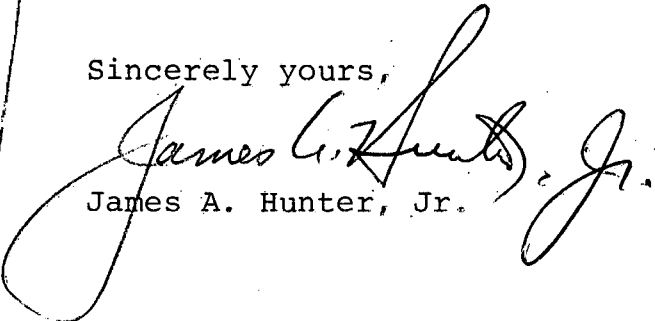
MORGAN, LEWIS & BOCKIUS

Secretary of the Interstate  
Commerce Commisison

March 31, 1978  
Page 2

The bearer of this letter will present an additional three counterparts of the enclosed Amendment document, and I would be grateful if the filing officer would arrange to have the appropriate filing stamp affixed to each of these three and return them to the bearer in order to evidence the filing of these documents.

Sincerely yours,

  
James A. Hunter, Jr.

JAH:pt

Enclosure

# Interstate Commerce Commission

Washington, D.C. 20423

3/31/78


OFFICE OF THE SECRETARY

James A. Hunter, Jr.  
Morgan, Lewis & Bockius  
123 South Broad Street  
Phila, Pa. 19109

Dear Sir:

The enclosed document(s) was recorded pursuant to the  
provisions of Section 20(c) of the Interstate Commerce Act,  
49 U.S.C. 20(c), on 3/31/78 at 2:20pm ,  
and assigned recordation number(s) 9028-B

Sincerely yours,

  
H.G. Homme, Jr.  
Acting Secretary

Enclosure(s)

SE-30-T  
(6/77)

RECORDATION NO. *9058-B* Filed & Recorded

MAR 31 1978 -2 20 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT TO  
CONDITIONAL SALE AGREEMENT  
AND  
AGREEMENT AND ASSIGNMENT

Dated as of March 30, 1978

between

JAMES J. CALLAHAN

and

ROBERT M. HABER,

as Equipment Suppliers

and

CONSOLIDATED RAIL CORPORATION

and

THE FIDELITY BANK,

as Agent

Filed and recorded with the Interstate Commerce Commission pursuant  
to Section 20c of the Interstate Commerce Act on March , 1978,  
at , Recordation Number .

*Quincy Pass* *Ingrid M. Olson*

AMENDMENT TO CONDITIONAL SALE AGREEMENT AND  
AGREEMENT AND ASSIGNMENT

AGREEMENT, dated as of March 30, 1978, between JAMES J. CALLAHAN and ROBERT M. HABER, individuals residing in Springfield, Pennsylvania and Paoli, Pennsylvania, respectively (hereinafter collectively called the "Equipment Suppliers"), and CONSOLIDATED RAIL CORPORATION, a Pennsylvania corporation (hereinafter called the "Railroad"), and THE FIDELITY BANK, as Agent (hereinafter called the "Assignee").

WHEREAS, the Railroad has arranged for external financing for its acquisition of various units of roadway maintenance equipment pursuant to a certain Finance Agreement by and between the Railroad, the Assignee, and certain other banks named therein dated as of July 1, 1977; and

WHEREAS, the Equipment Suppliers have agreed for the sole purpose of accomplishing such external financing and without receiving personal benefit of any nature, by means of a certain Conditional Sale Agreement by and between the Equipment Suppliers and the Railroad dated as of July 1, 1977 a copy of which was recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on October 6, 1977, at 12:15 P.M. (Recordation Number 9028), (the "Conditional Sale Agreement"), to sell to the Railroad various units of roadway maintenance equipment; and

WHEREAS, pursuant to Article 2 of the Conditional Sale Agreement, the Railroad and Equipment Suppliers may agree upon the sale and purchase, under the terms thereof, of items of roadway maintenance equipment in addition to, or in substitution for, the items of roadway maintenance equipment specifically listed in Item 1 of Schedule 1 thereto; and

WHEREAS, various rights, titles and interests of the Equipment Suppliers in and to various units of roadway maintenance equipment and in and to the Conditional Sale Agreement have been assigned to the Assignee under a certain Agreement and Assignment, dated as of July 1, 1977 between the Equipment Suppliers and the Assignee a copy of which was filed and recorded with the Interstate Commerce Commission pursuant to the Interstate Commerce Act on December 6, 1977, at 12:15 P.M. (Recordation Number 9028-A) (the "Agreement and Assignment"); and

WHEREAS, the Railroad desires to purchase, and the Equipment Suppliers are willing to sell, pursuant to the terms of the Conditional Sale Agreement, certain items of roadway maintenance equipment in addition to, and in substitution for, the items of roadway maintenance equipment specifically listed in Item 1 of Schedule 1 of the Conditional Sale Agreement.

NOW THEREFORE, in consideration of the premises, and intending to be legally bound hereby, the parties hereto agree as follows:

Article 1. Sale. The Equipment Suppliers shall, pursuant to the provisions of the Conditional Sale Agreement, sell and cause to be delivered to the Railroad, and the Railroad shall accept delivery of and pay for, pursuant to the provisions of the Conditional Sale Agreement, the items of roadway maintenance equipment listed in Exhibit A hereto (the "Supplemental Equipment").

Article 2. Amendment to the Conditional Sale Agreement and the Agreement and Assignment. The Conditional Sale Agreement, including, without limitation, Item 1 of Schedule 1 thereof, and the Agreement and Assignment are hereby modified to include the Supplemental Equipment as items of Equipment subject to all of the provisions thereof. All references to "units of Equipment" contained in the Conditional Sale Agreement and the Agreement and Assignment shall be deemed to include the Supplemental Equipment and all provisions of the Conditional Sale Agreement and the Agreement and Assignment shall apply to the sale and purchase of the Supplemental Equipment.

Article 3. Concerning the Equipment Suppliers. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and every representation, undertaking and agreement herein made on the part of the Equipment Suppliers, are each and every one of them made and intended not as personal representations, undertakings and agreements by the Equipment Suppliers, or either of them, or for the purpose or with the intention of binding them or either of them personally, but are made and intended for the purpose of binding only the right, title and interest of the Equipment Suppliers, and each of them, in, to and under the Supplemental Equipment, and each and every unit thereof, this Agreement, the purchase orders for the Supplemental Equipment (the "Purchase Orders") and the instruments of assignments (the "Purchase Order Assignments") whereby the Purchase Orders were heretofore assigned by the Railroad to the Equipment Suppliers, and that no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Equipment Suppliers, or either of them, for or on account of any representation, undertaking or agreement of them or either of them, whether expressed or implied, all such personal liability and personal responsibility, if any, being expressly waived and released by the Railroad and the Assignee and by all persons claiming by, through or under the Railroad, the Equipment Suppliers or the Assignee or any of them, provided, however, that the Railroad and Assignee and any person claiming by through or under the Railroad, the Equipment Suppliers, or the Assignee, making claim hereunder, may look to the Supplemental Equipment, this Agreement, the Purchase Orders and the Purchase Order Assignments for satisfaction of all such claims. In no event shall recourse be had in respect of any obligation due under this Agreement, or referred to herein, against the personal estates of the Equipment Suppliers, or either of them, or against any incorporator, stockholder, director or officer, past, present or future, of the Railroad,

whether by virtue of any enforcement of any assessment or penalty or otherwise, all of which liability, whether at common law, in equity, by any constitutional provision, statute or otherwise, of such Equipment Suppliers and such incorporators, stockholders, directors or officers of the Railroad is hereby forever released as a condition of and as consideration for the execution and delivery of this Agreement. In order to facilitate the consummation of the transactions contemplated by this Agreement, each of the Equipment Suppliers hereby irrevocably appoints the other its true and lawful attorney-in-fact with full power and authority to execute, acknowledge and deliver, in the name and on behalf of the appointing Equipment Supplier or otherwise, any instrument or document necessary or advisable in order to perform the obligations of the Equipment Suppliers under and to consummate the transactions contemplated by this Agreement, and each of the Equipment Suppliers agrees that the foregoing appointments and authorizations, being powers coupled with interests, shall be irrevocable throughout the term of this Agreement and until the Conditional Sale Indebtedness (as defined in the Conditional Sale Agreement) has been paid in full and all rights and liabilities of the respective parties hereunder and under the Conditional Sale Agreement have been fully discharged.

Article 4. Agreement and Assignment. The parties hereto agree that the provisions of the Agreement and Assignment dated as of July 1, 1977 between the Equipment Suppliers and the Assignee automatically apply to this Agreement, the Supplemental Equipment, the Purchase Orders and the Purchase Order Assignments and the interests of the parties hereto in such equipment and documents without further action on the part of the Equipment Suppliers.

Article 5. Law Governing. The terms of this Agreement and all rights and obligations hereunder shall be governed by the laws of the Commonwealth of Pennsylvania; provided, however, that the parties shall be entitled to all rights conferred by Section 20c of the Interstate Commerce Act, to the extent any of the Supplemental Equipment may constitute rolling stock for purposes of such Section, and Section 86 of the Railway Act of Canada and such additional rights arising out of the filing, recording or deposit hereof, if any, and of any assignment hereof, as shall be conferred by the laws of the several jurisdictions in which this Agreement or any assignment hereof shall be filed, recorded or deposited.

Article 6. Execution. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts, taken together, shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart. Although this Agreement is dated, for convenience, as of the date first set forth above, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgements hereto annexed.

IN WITNESS WHEREOF, the parties hereto, two pursuant to due corporate authority, have signed this instrument or have caused this instrument to be executed and their respective seals to be hereunto affixed, duly attested, all as of the date first written above.

In the presence of:

*Emilio A. Castelli*

*James J. Callahan*  
James J. Callahan

*James J. Perry*

*Robert M. Haber*  
Robert M. Haber

Attest:

*V. P. [Signature]*  
ASSISTANT SECRETARY

CONSOLIDATED RAIL CORPORATION

By *Richard T. Fox*  
Richard T. Fox,  
Vice President and Treasurer

Attest:

*J. E. Crooks*  
asst Secy

THE FIDELITY BANK, as Agent

By *J. J. [Signature]*  
VICE PRESIDENT



COMMONWEALTH OF PENNSYLVANIA:  
: SS  
COUNTY OF PHILADELPHIA :

On this 30<sup>th</sup> day of March, 1978, before me personally appeared James J. Callahan and Robert M. Haber, to me known and known to me to be the individuals named in and who executed the foregoing instrument, and they acknowledged to me that they executed the same for the uses and purposes therein intended.

Alfonso J. Di Gregorio  
Notary Public  
Notary Public, Philadelphia, Philadelphia Co.  
My Commission Expires August 7, 1980

COMMONWEALTH OF PENNSYLVANIA:  
: SS  
COUNTY OF PHILADELPHIA :

On this 30<sup>th</sup> day of March, 1978, before me personally appeared Richard T. Fox, to me personally known, who being by me duly sworn says that he is the Vice President and Treasurer of CONSOLIDATED RAIL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Alfonso J. Di Gregorio  
Notary Public  
ALFONSO J. DIGREGORIO  
Notary Public, Philadelphia, Philadelphia Co.  
My Commission Expires August 7, 1980

COMMONWEALTH OF PENNSYLVANIA:  
: SS  
COUNTY OF PHILADELPHIA :

On this 30<sup>th</sup> day of March, 1978 before me personally appeared Joseph F. McDonald to me personally known, who, being duly sworn says that he is a Vice President of The Fidelity Bank, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Mary E. Vogan  
Notary Public  
MARY E. VOGAN  
Notary Public, Phila., Phila. Co.  
My Commission Expires March 23, 1981

EXHIBIT A

<u>Type of Equipment</u>	<u>Numbers</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total Cost</u>
Jordan Spreaders	CR64609 to CR64611	3	\$182,500.00	\$547,500.00
Scale Test Weight Cars	CR80088 to CR80095	8	72,491.00	579,928.00
Switch Undercutter	BU2001	1	194,440.00	<u>194,440.00</u>
				\$1,321,868.00